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of action against the defendant. *Duquesne Distributing Co. v. Greenbaum*, 121 S. W. 1026 (Ky.).

The rule that a master is liable for all torts committed by his servants in the scope of their authority, and in the course of the master's business, is applied to deceit and libel. See *Barwick v. English Joint Stock Bank*, L. R. 2 Exch. 259; *Citizens Life Assurance Co. v. Brown*, [1904] A. C. 423. But in cases of slander it has sometimes been denied. *Behre v. National Cash Register Co.*, 100 Ga. 213; *Singer Mfg. Co. v. Taylor*, 150 Ala. 574. In the principal case, the court treats the injurious falsehood as slander, and goes on the theory that, as the speaking of defamatory words is peculiarly subject to temporary emotions, as to which a master cannot control his servants, he should not be liable unless he authorizes or ratifies the slander itself. But this same theory would frequently be applicable to the falsehoods of deceit and libel. Moreover, an employee who, prompted entirely by personal motives or passions, utters slander, thereby departs from the scope of his authority. See *Sawyer v. R. R.*, 142 N. C. 1. Accordingly, few slanders by an agent will come within even the usual limits of the rule of *respondet superior*; and the better view applies to oral defamation the same test for vicarious liability as to other torts. *Rivers v. Yazoo & Miss. R. R. Co.*, 90 Miss. 196; *Hypes v. Southern Ry. Co.*, 82 S. C. 315.

BANKRUPTCY — DISCHARGE — OBTAINING PROPERTY BY FALSE STATEMENT IN WRITING. — More than four months before the institution of bankruptcy proceedings, a bankrupt made a false statement in writing by which he obtained property on credit within four months of the institution of such proceedings. *Held*, that he is not entitled to a discharge. *In re Terens*, 172 Fed. 938 (Dist. Ct., E. D. Wis.).

Section 14 b of the Bankruptcy Act of 1898, as amended in 1903, provides that a bankrupt's application for a discharge will be denied if he has obtained property on credit from any person upon a materially false statement in writing. Although no specific time was fixed by the statute, within which such statement must be made, yet by analogy with other provisions of the act, it has been suggested that the statement must be made within the four months' period. See *BRANDENBURG, BANKRUPTCY*, 3 ed., § 370. The principal case seems correct in reaching a different conclusion, for the language of the statute is not ambiguous, and an unintentional omission should not be presumed, since the next sub-section, making concealment of assets, etc., a cause for refusing a discharge, expressly mentions the time within which such an act must be done to prevent a discharge.

BANKRUPTCY — PREFERENCES — LIEN ON EXEMPT PROPERTY. — Within four months of the making of a chattel mortgage, the mortgagor was adjudicated bankrupt. The mortgagee, though surrendering the mortgage as a preference, asserted a lien on certain property included in the mortgage. This was claimed by the bankrupt as exempt. The mortgagee then proved his whole claim against the bankrupt's estate; whereupon the bankrupt asked that the exemption in question be set apart. *Held*, that he may have this property free from any claim by the mortgagee. *In re Soper*, 173 Fed. 116 (Dist. Ct., D. Neb.).

Since exempt property is not subject to creditors' demands, its transfer is not a preference. See *Mills v. J. H. Fisher & Co.*, 159 Fed. 897. *Cf. Bloodorn v. Jewell*, 34 Neb. 649. And the title to exempt property does not pass to the trustee, but remains in the bankrupt. *BANKRUPTCY ACT OF 1898*, § 70 a; *Lockwood v. Exchange Bank*, 190 U. S. 294. In Nebraska, a mortgagor of chattels retains title, and the mortgagee has only a lien. *Drummond Carriage Co. v. Mills*, 54 Neb. 417. And a licensee may surrender part of his security and retain the rest. *Palmer v. Tucker*, 45 Me. 316. So it appears that the lien asserted against the exempt property belonging to the bankrupt was not a preference, and persisted after the surrender of the mortgage. But secured creditors' claims are allowed only for the sum owing above the value of the securities. *BANKRUPTCY ACT OF*